

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Boating and Ocean Recreation  
Honolulu, Hawaii 96813  
May 25, 2007

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Oahu

Rescind Board action of January 27, 2006 approving a Joint Use Agreement between the State and Hilton Hawaiian Village LLC. Approve a Revised Joint Use Agreement for Dewey Lane Improvements between the State, Hilton Hawaiian Village LLC and Owners of Ilikai Apartment Building, Inc., Waikiki, Oahu, Tax Map Key Numbers: (1) 2-6-010-007 (por.): (1) 2-6-009-002; (1) 2-6-009-010; (1) 2-6-10:Roadway

STATUTE:

Sections 171-13, 55 Hawaii Revised Statutes, as amended.

APPLICANTS:

Hilton Hawaiian Village LLC (Hilton), a Hawaii limited liability company, whose business and mailing address is 2005 Kalia Road, Honolulu, Hawaii, 96815-1999

Owners of Ilikai Apartment Building Inc. (Ilikai), a Hawaii nonprofit corporation, whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815

LOCATION:

Portion of Government lands of Waikiki situated at Honolulu, Oahu, identified by Tax Map Key Numbers:, (1) 2-6-010-007 (por.): (1) 2-6-009-002; (1) 2-6-009-010; (1) 2-6-10:Roadway, Public Right of Way as shown on Map 4 of Land Court Consolidation 64.

AREA:

Lot 1-A-2: 143 square feet, more or less  
Lot 2: 467 square feet, more or less  
Lot 3: 293 square feet, more or less  
Lot 4: 120 square feet, more or less  
Lot 5: 2,202 square feet, more or less  
Lot 5-C-2: 2,201 square feet, more or less  
Lot 6B: 159 square feet, more or less  
Public Right of Way: 3,225 square feet, more or less  
RU-1: To be determined by a licensed land surveyor.  
RU-2: To be determined by a licensed land surveyor.

ITEM J-2

**ZONING:**

State Land Use District:  
City and County of Honolulu CZO

Urban  
Public Precinct/Waikiki Special  
District

**TRUST LAND STATUS:**

Section 5(a) lands of the Hawaii Admission Act  
DHHL 30% entitlement lands pursuant to the Hawaii State  
Constitution: Yes\_\_\_ No X

**CURRENT USE STATUS:**

Public right of way.

**CHARACTER OF USE:**

Roadway purposes, pedestrian purposes.

**COMMENCEMENT DATE:**

To be determined by the Chairperson.

**RIGHT OF ENTRY TERM:**

Perpetual.

**ANNUAL RENT:**

Gratis

**CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:**

An Environmental Impact Statement (EIS) was completed and accepted in 2001 for the Waikikian development plan. The widening of Dewey Lane was incorporated as part of this plan. A separate Environmental Assessment (EA) was prepared and accepted for the Lagoon Improvements in 2005.

**REQUIREMENTS:**

Applicant shall be required to provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost.

**BACKGROUND:**

The existing Dewey Lane is a roadway leading from Ala Moana Boulevard to the Ala Wai Small Boat Harbor. The existing road is located on land owned by the State and a perpetual easement for roadway purposes (Perpetual Easement) granted to the State by the Ilikai's predecessor in interest. DOBOR currently maintains the road.

Hilton is proceeding with improvements at its Hilton Hawaiian Village complex and has requested that it be allowed to construct, use, and maintain a new Dewey Lane which would be located on land presently owned by Hilton, the existing Dewey Lane, and the Perpetual Easement. The new roadway would be wider and would allow for access to Hilton, Ilikai, and the Ala Wai Small Boat Harbor.

On January 27, 2006 the Board of Land and Natural Resources approved the request of Hilton Hawaiian Village, LLC (Hilton), to enter into a Joint Use Agreement and related grants of Easement and permits to allow for construction of certain improvements to Dewey Lane as Agenda Item J-2.

On March 10, 2006, pursuant to a written request for a Contested Case Hearing presented by Alan Cambra, President of the Association of Owners of the Ilikai Apartment Building, on behalf of the Ilikai, and David Perrigo, an individual Ilikai apartment owner, filed on February 6, 2006, the Board reconsidered its action of January 27, 2006, waived the requirement for oral notice for a contested case hearing, and granted the Ilikai's request for a contested case.

On November 17, 2006, and after extensive negotiations between the State, Hilton, and Ilikai, the Ilikai, by its President, Franklin Tokioka, and Mr. Perrigo requested that their Petition for Contested Case Hearing be withdrawn and the Contested Case Hearing be dismissed. On January 23, 2007, Allison Ito, Esq., counsel for Hilton consented to the dismissal of Contested Case Docket No. BORCCH-06-02. On February 23, 2007 the Board granted the request and dismissed the Contested Case Hearing (Item J-1).

A revised Joint Use Agreement, attached as Exhibit A, has been prepared and executed by Hilton and Ilikai, and is submitted to the Board for approval. It is noted that as there is confusion among the State Department of Transportation (DOT) and DOBOR as to the ownership of Dewey Lane, both the DOT and Board will need to approve the Joint Use Agreement.

#### REMARKS:

The revised Joint Use Agreement provides for the State to allow Hilton to enter upon the State Parcels and the Perpetual Easement in order to construct, operate and maintain the Dewey Lane Improvements, on lands owned by Hilton, Ilikai, and the State. The Ilikai consents to the proposed use of landscaping planters located on a portion of lots 3, 4, and 5 on the Easement Parcels, and further agrees that the proposed use of the Easement Parcels does not violate and is consistent with the provisions of the Perpetual Easement which require use of the Easement Parcels for public right of way and public roadway purposes.

#### RECOMMENDATION:

That the Board authorize the following:

1. Rescind Board action of January 27, 2006, and authorize the State to enter into the revised Joint Use Agreement for the Dewey Lane Improvements in a form substantially similar to that attached hereto as Exhibit A;

2. Approval as to form by the Department of the Attorney General;
3. Approval of the State Land Surveyor;
4. Approval of the Roadway and the "Sidewalk" Construction plans by the DLNR, or any agency designated by the DLNR, to review and approve of the roadway engineering plans; Receipt of all required governmental approvals, permits, etc., by Hilton;
5. Approval is subject to compliance with all other requirements as provided by law; and
6. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Edward R. Underwood  
Administrator

Attachments

APPROVED FOR SUBMITTAL:



Allan A. Smith  
Interim Chairperson

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL (X) PICK UP ( )

Peter Starn, Esq.  
Starn O'Toole Marcus & Fisher  
733 Bishop Street  
Makai Tower, Suite 1900  
Honolulu, Hawaii 96813  
Telephone: (808) 537-6100

THIS DOCUMENT CONTAINS \_\_\_\_ pages

TITLE OF DOCUMENT:

**JOINT USE AGREEMENT  
FOR THE DEWEY LANE IMPROVEMENTS**

PARTIES TO DOCUMENT:

STATE OF HAWAII, by its Board of Land and Natural Resources

OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation, whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815

HILTON HAWAIIAN VILLAGE, LLC, a Hawaii limited liability company, whose mailing address is 2005 Kalia Road, Honolulu, Hawaii 96815-1999

TAX MAP KEY NOS.: (1) 2-6-010-007 (por.); (1) 2-6-009-002; (1) 2-6-009-010; (1) 2-6-010: Roadway

**EXHIBIT A**

**JOINT USE AGREEMENT  
FOR THE DEWEY LANE IMPROVEMENTS**

THIS AGREEMENT is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the STATE OF HAWAII by its BOARD OF LAND AND NATURAL RESOURCES (the “State”), OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation (the “**Ilikai**”), whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815, and HILTON HAWAIIAN VILLAGE, LLC, a Hawaii limited liability company (“**Hilton**”), whose business and mailing address is 2005 Kalia Road, Honolulu, Hawaii 96815-1999.

**BACKGROUND**

The State owns the fee simple title to Lots 5-C-2, 6-B and the “Public Right of Way” (the “**Public Right of Way**”), all as shown on the map attached to this Agreement as **Attachment 1**. Lots 5-C-2, 6-B and the Public Right of Way are at times collectively referred to in this document as the “**State Parcels**.” The State Parcels are currently dedicated as a public right of way and constitute a portion of the public roadway in Honolulu, Hawaii known as “Dewey Lane.” Lots 5-C-2 and 6-B, respectively, as shown on **Attachment 1**, are identical to Lots 5-C-2 and 6-B shown on Land Court Map 4 (“**Land Court Map 4**”) of Land Court Consolidation 64, authorized and approved by Order of the Land Court on January 21, 1964. Lots 5-C-2 and 6-B are lands described in Transfer Certificate of Title 12,829. The Public Right of Way shown on **Attachment 1** is the same as the “Public Right of Way” shown on Land Court Map 4.

The State has a perpetual easement (the “**Perpetual Easement**”) over Lots 1-A-2, 2, 3, 4, and 5 (collectively the “**Easement Parcels**”) as shown on **Attachment 1**. The State’s Perpetual Easement rights over the Easement Parcels are for public right of way and public roadway as set forth in various documents including, without limitation, Transfer Certificate of Title 85,450 and Land Court Document No. 324984 dated December 23, 1963. Lots 1-A-2, 2, 3, 4 and 5, respectively, as shown on **Attachment 1**, are identical to Lots 1-A-2, 2, 3, 4, and 5, shown on Land Court Map 4 and are lands described in Transfer Certificate of Title 85,450.

Hilton is prepared to dedicate a portion of its land (the “**Hilton Roadway Easement**”) running along the Diamond Head (southeast) side of the Public Right of Way to be used in perpetuity, in combination with the State Parcels and the Perpetual Easement, for public roadway purposes and as part of a redesign and reconstruction of portions of Dewey Lane pursuant to this Joint Use Agreement subject to Hilton’s reserved right to grant easements for utility purposes. The Hilton Roadway Easement consists of “**Easement RU-1**” and “**Easement RU-2**” as shown on **Attachment 1**. Easement RU-1 is a portion of Lot B (“**Lot B**”) as shown on Map 1 of Land Court Application No. 1549. Easement RU-2 is a portion of the 29,374 square foot lot (“**Lot X**”) shown on Map 1 of Land Court Application 1716. Lot B and Lot X are the lands described in Transfer Certificate of Title No. 550,224. A composite map showing the germane Land Court information and designating Easement RU-1 and RU-2 is attached to this Joint Use Agreement as **Attachment 2**.

The State and Hilton intend to utilize the State Parcels, the Perpetual Easement and the Hilton Roadway Easement on a combined basis for the reconstruction and relocation of portions of Dewey Lane, shown on **Attachment 1** (the "**Dewey Lane Improvements**"). The State Parcels, the Perpetual Easement and the Hilton Roadway Easement are sometimes collectively referred to in this Joint Use Agreement as the "**Combined Lands**."

The design of the Dewey Lane Improvements, as shown on **Attachments 1 & 3** collectively, contains a landscaping planter located on a portion of Lots 3, 4, and 5 of the Perpetual Easement, as well as over a portion of Lot 5-C-2 of the State Parcels. However, the State's dominant Perpetual Easement over Lots 3, 4, and 5 are for public rights of way and public roadway purposes. Ownership of Lots 3, 4, and 5 are subject to the Condominium Declaration for the Ilikai Apartment Building. The easement parcels are common elements of the Ilikai Apartment Building condominium, subject to the State's dominant Perpetual Easement for public right of way and public roadway purposes. The Ilikai consents to the proposed use of landscaping planters located on a portion of Lots 3, 4 and 5 on the Easement Parcels, and further agrees that the proposed use of the Easement Parcels does not violate the terms of the Perpetual Easement and is consistent with the provisions of the Perpetual Easement which require use of the Easement Parcels for public right of way and public roadway purposes.

The State and Hilton desire to enter into this Joint Use Agreement to reflect their mutual understandings, agreements and obligations relative to the integration and joint use of the Combined Lands for the construction and maintenance of the Dewey Lane Improvements.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and Hilton agree to the following:

1. **Grant of Perpetual Easement for Roadway Purposes.** Hilton hereby grants a perpetual easement to the State over the Hilton Roadway Easement for public roadway purposes, in accordance with the terms of this Joint Use Agreement.

2. **Joint Use.** The State hereby agrees to allow Hilton to enter upon the State Parcels and the Perpetual Easement in order to install and construct the Dewey Lane Improvements, in accordance with the terms of this Joint Use Agreement. The Ilikai consents to the proposed use of landscaping planters located on a portion of Lots 3, 4 and 5 on the Easement Parcels, and further agrees that the proposed use of the Easement Parcels does not violate the terms of the Perpetual Easement and is consistent with the provisions of the Perpetual Easement which require use of the Easement Parcels for public right of way and public roadway purposes.

3. Construction of the Dewey Lane Improvements.

(a) Payment of Expenses. Hilton agrees, at its sole cost and expense, to construct, repair and maintain the Dewey Lane Improvements on the Combined Lands, pursuant to the terms and provisions of this Joint Use Agreement.

(b) Design of the Dewey Lane Improvement. **Attachments 1 and 3** collectively constitute the conceptual design for the construction of the Dewey Lane Improvements. The design provides for a landscaping planter on portions of Lots 3, 4 and 5 of the Perpetual Easement, as well as over portions of Lot 5-C-2 of the State Parcels.

However, the State's dominant Perpetual Easement rights for public right of way and public roadway purposes over the Easement Parcels provides in the easement language that the easements can be used *only* for public right of way and public roadway purposes. Ownership of the Easement Parcels is subject to the Condominium Declaration for the Ilikai Apartment Building condominium. The Easement Parcels are common elements of the Ilikai Apartment Building condominium (subject to the State's dominant Perpetual Easement for public right of way and public roadway purposes). The Easement Parcels, therefore, are under the control of the Ilikai. By separate agreement between Hilton and the Ilikai, the Ilikai consented to the Dewey Lane Improvements.

(c) Authority to Construct. Because the State and Hilton desire that the Dewey Lane Improvements proceed without further delay, the State and Hilton agree that Hilton is authorized entry onto the Combined Lands to construct the Dewey Lane Improvements, in accordance with in accordance with **Attachments 1 and 3.**

(d) Sidewalk. Hilton acknowledges and agrees that before Hilton receives its Certificate of Occupancy for its "Waikikian Tower," that is to be constructed adjacent to Dewey Lane, pursuant to Hilton's Special Management Area Permit, Hilton shall construct and maintain a sidewalk (the "**Sidewalk**") approximately 4 feet in width, which shall run roughly adjacent and parallel to Dewey Lane, but over a "meandering course" so as to be aesthetically pleasing. The Sidewalk is to be built and maintained by Hilton at its sole cost and expense. The Sidewalk shall be open to the general public for pedestrian traffic between Ala Moana Boulevard and Holomoana Street. The plans and details for the Sidewalk shall be mutually agreed upon by Hilton and the State. The parties hereby acknowledge and agree that the Sidewalk contemplated herein does not interfere with that certain subterranean culvert easement reserved by the State of Hawaii pursuant to that certain Indenture and Deed from the Territory of Hawaii dated September 25, 1955 and filed in the Land Court of the State of Hawaii as Document Nos. 180267 & 180268, which easement affects that certain real property identified as the 29,374 sq. ft. Lot shown on Map 1 of Land Court Application ("**LCA**") No. 1716 and also known as TMK (1) 2-6-9-10 and described as Easement "A".



4. Right of Entry for the Dewey Lane Improvements. The State agrees to grant Hilton a continuing Right of Entry upon the Combined Lands to install, construct, maintain, repair and replace the Dewey Lane Improvements.

5. Inspection. Hilton shall allow the State to enter upon and inspect the condition of the Dewey Lane Improvements. Hilton agrees to repair any defects found by the State within thirty (30) days after receipt of written notice from the State that such defects exist; provided that, if such defects are not susceptible to being corrected within thirty (30) days, with reasonable diligence, then Hilton shall be entitled to such time as is reasonably necessary to cure such defects, so long as Hilton diligently commences the correction of such defects within such thirty (30) day period and continues to diligently pursue completion of those corrections.

6. Indemnification. Hilton shall indemnify, defend and hold the State harmless from any claim or demand for loss or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident or incident occurring on or relating to the construction or use of the Dewey Lane Improvements. Hilton shall reimburse the State for any reasonable attorneys' fees and/or other costs incurred by the State in connection with such claims or demands.

7. Insurance.

Hilton shall procure and maintain, at its own cost and expense, in full force and effect, commercial general liability insurance, in an amount acceptable to the Chairperson of the Board of Land and Natural Resources with an insurance company or companies licensed to do business in the State of Hawaii. The policy or policies of insurance shall name the State of Hawaii as an additional insured. The insurance shall cover the Dewey Lane Improvements.

Prior to entry upon the State Parcels or the Perpetual Easement for purposes of construction, or within fifteen (15) business days after the date of this Joint Use Agreement, whichever is sooner, Hilton shall furnish the State with a certificate showing the insurance policy to be initially in force and furnish a like certificate upon each renewal of the policy. This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until sixty (60) days after written notice of such cancellation, limitation or nonrenewal has been given to the State.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance. If, in the opinion of the State, the insurance provisions of this Joint Use Agreement do not provide adequate protection for the State, the State may require Hilton to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of risks which exist at the time a change in insurance is required. The State shall notify Hilton in writing of changes in the insurance requirements and Hilton shall deposit copies of the acceptable insurance policy or certificate thereof, with the State incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy of insurance shall be construed neither to limit Hilton's liability under this Joint Use Agreement nor to release or relieve Hilton of the indemnification provisions and requirements of this Joint Use Agreement. Notwithstanding the policy of insurance, Hilton shall be obligated for the full and total amount of any damage, injury, or loss caused by Hilton's negligence or neglect connected with this Joint Use Agreement. It is agreed that any insurance maintained by the State will apply in excess of, and not contribute with, insurance provided by Hilton's policy.

8. Compliance with Laws. Hilton shall, at all times and its own cost and expense, observe, perform and comply with all laws, ordinances, rules and regulations of all governmental authorities now or at any future time applicable to the Dewey Lane Improvements, including, without limiting the generality of the foregoing, all required governmental approvals, permits, etc., all hazardous materials requirements and the Americans with Disabilities Act of 1990 and all regulations promulgated with respect thereto, as well as any other laws, ordinances, rules and regulations imposing any requirements that the Dewey Lane Improvements be made accessible to persons with disabilities; and, indemnify and defend the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.

9. Approval. Neither Hilton, nor the State, shall unreasonably withhold approval whenever required pursuant to this Agreement.

10. Notices. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Hilton shall be delivered or addressed to the address stated above. Notice to the State of Hawai'i shall be delivered or addressed to the Chairperson of the Board of Land and Natural Resources at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813. Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes.

11. Binding Effect. This Agreement shall be binding upon the parties, their successors and assigns.

12. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

13. Governing Law. This Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Hawaii.

14. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when

taken together, shall constitute one Agreement. Duplicate, unexecuted counterpart pages may be discarded and the remaining pages assembled as one document.

15. Covenants Running With the Land. The obligations and rights under this Joint Use Agreement shall be deemed to be covenants running with the State Parcels, the Perpetual Easement, Lot B and Lot X.

16. Filing and/or Recordation. Either the State or Hilton may record this Joint Use Agreement on Transfer Certificate of Title No. 12,829, Transfer Certificate of Title No. 85,450 or Transfer Certificate of Title No. 550,224 in the Bureau of Conveyances of the State of Hawaii. Either party may replace oversized attachments to originals of this agreement with reduced or enlarged copies of the attachments, as necessary, to meet the recordation and/or filing requirements of either or both the Bureau of Conveyances of the State of Hawaii and/or the Land Court of the State of Hawaii.

17. Joinder by the Department of Transportation of the State of Hawaii. By its signature below, the Department of Transportation of the State of Hawaii (the "DOT") hereby approves this Agreement. If it is ever finally determined that the DOT is the appropriate state agency with jurisdiction over the subject matter of this Agreement, then the DOT shall be deemed the agency acting on behalf of the "State" hereunder.

18. Defined Terms. Terms defined within this Joint Use Agreement are indicated by initial capital letters and, for the purposes of this Joint Use Agreement, shall be deemed to have their meanings as defined for all purposes of this Joint Use Agreement. The same terms used without initial capital letters shall have the meanings ascribed to them in everyday common parlance.

19. Ilikai. Hilton hereby agrees to name the Ilikai as an additional insured to its policy of general liability insurance during the period of construction of the Dewey Lane Improvements. In addition, Hilton hereby agrees to indemnify, defend and hold the Ilikai harmless from any claim or demand for loss or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident or incident occurring on or relating to the construction on the Easement Parcels. The obligation of Hilton to indemnify the Ilikai under this paragraph 19 shall automatically cease and terminate upon the completion of the construction on the Easement Parcels.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Department of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed effective as of the day, month and year first written above.

APPROVED AS TO FORM:

STATE OF HAWAII

BY THE BOARD OF LAND AND NATURAL  
RESOURCES

\_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter T. Young  
Its Chairperson


STATE OF HAWAII, DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_  
Barry Fukunaga  
Its Interim Director

HILTON HAWAIIAN VILLAGE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

OWNERS OF ILIKAI APARTMENT BUILDING,  
INC.

By:  \_\_\_\_\_  
Name: Franklin Tokioka II  
Its: President

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Department of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed effective as of the day, month and year first written above.

APPROVED AS TO FORM:

STATE OF HAWAII

BY THE BOARD OF LAND AND NATURAL  
RESOURCES

\_\_\_\_\_  
Deputy Attorney General

By: \_\_\_\_\_

Peter T. Young  
Its Chairperson

Date: \_\_\_\_\_

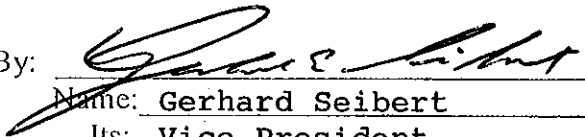
STATE OF HAWAII, DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_

Barry Fukunaga  
Its Interim Director

HILTON HAWAIIAN VILLAGE, LLC

By: \_\_\_\_\_

  
Name: Gerhard Seibert  
Its: Vice President

OWNERS OF ILIKAI APARTMENT BUILDING,  
INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF HAWAII )

CITY AND COUNTY OF HONOLULU )

SS.

On this 6<sup>th</sup> day of March, 2007, before me appeared Gerhard Seibert, to me personally known, who, being by me duly sworn, did say that ~~he~~ she is the Vice President of HILTON HAWAIIAN VILLAGE, LLC, a Hawaii limited liability company, and who executed the foregoing instrument on behalf of said company, and acknowledged that he/she executed the same as his/her free act and deed on behalf of said company.



Mariko Opreescu

Printed Name **Mariko Opreescu**

Notary Public, State of Hawaii

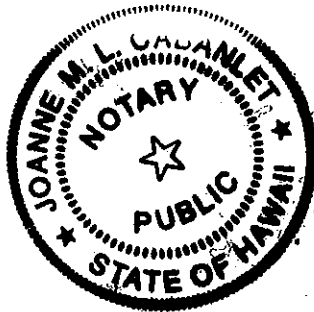
My commission expires: August 7, 2009

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU


)  
)  
) SS.

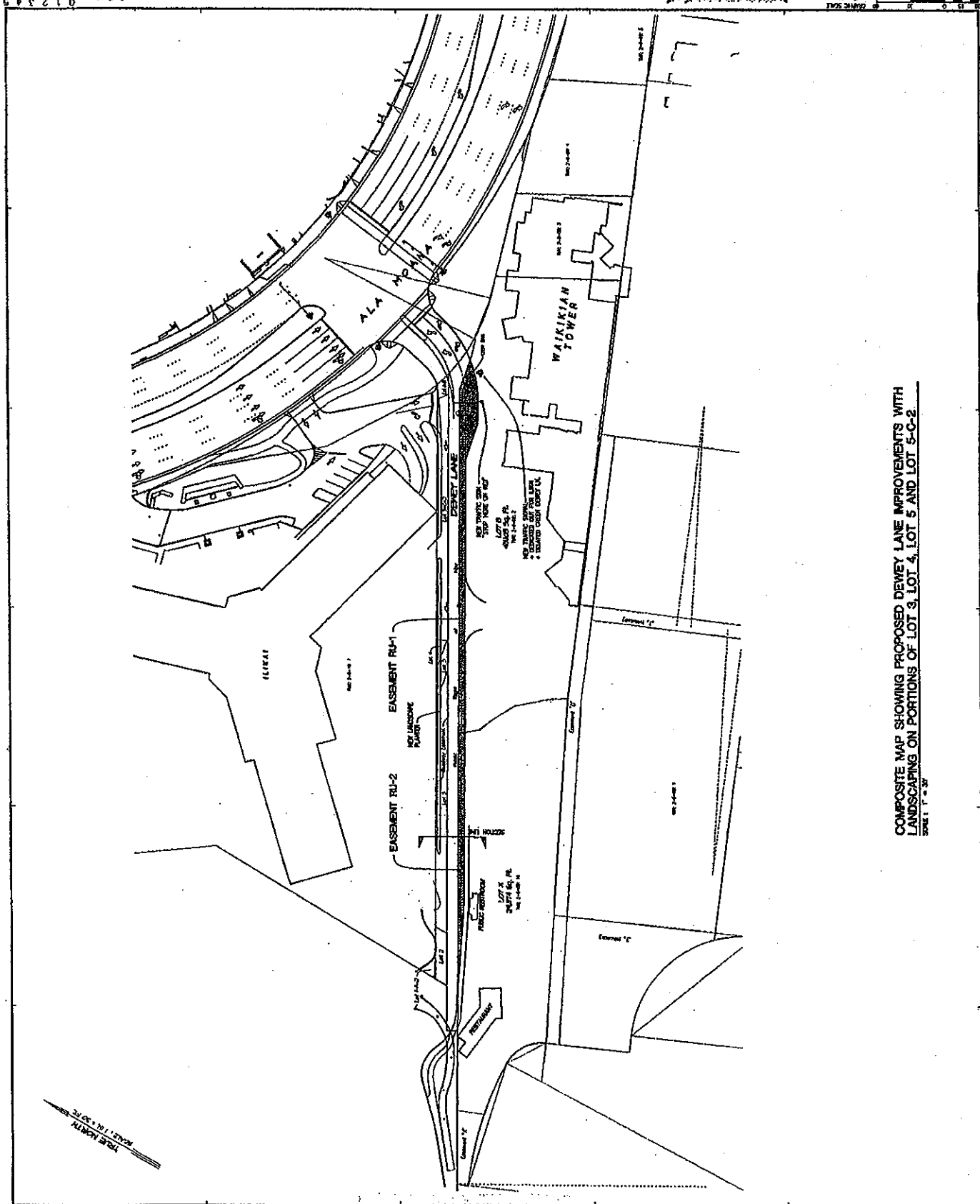
On this 6<sup>th</sup> day of March, 2007, before me appeared Franklin Tokioka II, to me personally known, who, being by me duly sworn, did say that he/she is the President of OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii non-profit corporation, and who executed the foregoing instrument on behalf of said company, and acknowledged that he/she executed the same as his/her free act and deed on behalf of said company.



Joanne M.L. Capalet  
Printed Name Joanne M.L. Capalet  
Notary Public, State of Hawaii

My commission expires: May 9, 2008

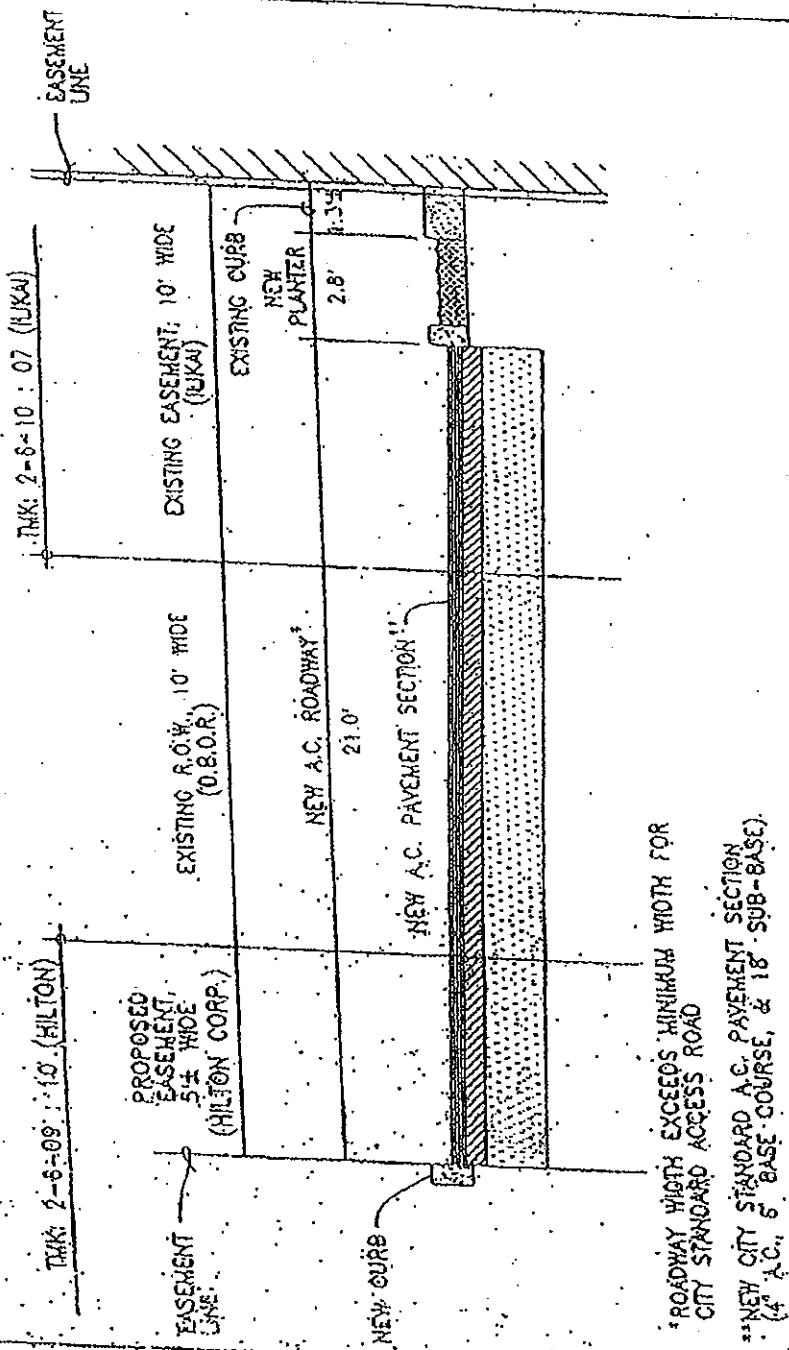
 <b>Hilton</b> Hawaiian Village		COMPOSITE MAP SHOWING PROPOSED DEWEY LANE IMPROVEMENTS WITH LANDSCAPING ON PORTIONS OF LOT 3, LOT 4, LOT 5 AND LOT 6		HILTON HAWAIIAN VILLAGE WAIKIKI, HONOLULU, HAWAII SEE MAP SET: 2-2 & 10	
CONTRACT NO. PROJECT NO. DATE: 19 DEC 2005 DRAWN BY:		CHECKED BY:		SCALE: 1" = 20'	



COMPOSITE MAP SHOWING PROPOSED DEWEY LANE IMPROVEMENTS WITH LANDSCAPING ON PORTIONS OF LOT 3, LOT 4, LOT 5 AND LOT 6-C-2







# CROSS-SECTION (WITH LANDSCAPING ON PORTIONS OF THE PERPETUAL EASEMENT)

NOT TO SCALE